

# LAI Insurance

General Conditions of Insurance (GCI)



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# General Conditions of Insurance (GCI)

## LAI Insurance

To facilitate reading, only masculine personal references are used hereafter; any such references are, however, always understood to include the corresponding feminine form as well.

These conditions extend the following General Policy Conditions. Definitions of terms can also be found in this GCI section.

### 1. Insured persons

The insured persons are listed in the policy.

#### 1.1 Compulsory insurance

- a) Those employees employed in Switzerland by the policyholder are eligible for insurance.
- b) Family members who work in the policyholder's firm and receive a cash salary or pay AHV contributions are also considered employees.

#### 1.2 Voluntary insurance

- a) The following are eligible for voluntary insurance:
  - self-employed persons;
  - family members working with the policyholder who are neither drawing a cash salary nor paying AHV contributions.
- b) Non-gainfully employed employers employing only household staff are not eligible for insurance.

### 2. Scope of insurance coverage

- a) Insurance coverage shall extend to occupational and non-occupational accidents. Occupational illnesses are regarded as occupational accidents.
- b) Employees, whose working hours with one employer amount to less than eight hours per week, are only insured against occupational accidents. For these persons, accidents on the way to and from work are regarded as occupational accidents.

### 3. Insurance benefits

Within the framework of this insurance policy, Zurich shall provide benefits in accordance with the regulations of the Swiss Federal Law on Accident Insurance (LAI) and the Federal Law on the General Part of Social Insurance Law (ATSG).

### 4. Insured salary

- a) The insured salary and the maximum amount, on the basis of which benefits and premiums are calculated, are determined in accordance with the regulations of the LAI (LAI Salary).
- b) With respect to voluntary insurance, the amount stated in the policy is definitive. It is deemed to be the basis on which benefits and premiums are determined. The amount set must be appropriate to the effective income level.

# General Conditions of Insurance (GCI)

## General Policy Conditions

### 5. Definitions of terms

For the purposes of this contract, the following are defined as:

#### 5.1 LAI

The Swiss Federal Law on Accident Insurance (LAI) dated March 20, 1981 (SR 832.20).

#### 5.2 ATSG

The Swiss Federal Law on the General Part of Social Insurance Law (ATSG) dated October 6, 2000 (SR 830.1).

#### 5.3 ICA

The Swiss Federal Law on Insurance Contracts (ICA) dated April 2, 1908 (SR 221.229.1).

### 6. Contractual bases

The following provisions form the contractual basis:

- the LAI, the ATSG and the related ordinances;
- the provisions in the policy, the General Conditions of Insurance (GCI) and any endorsements;
- the written declarations that the applicant or the insured persons provide in the application and in other documents.

The provisions of the ICA shall apply in addition.

### 7. Temporal scope of coverage

#### 7.1 Inception of the contract

The contract incept on the date stated in the policy.

#### 7.2 Termination of the contract

The contract ends on the expiration date stated in the policy. It is tacitly renewed annually for another year unless notice of cancellation has been given in writing at least three months prior to expiration. Cancellation is deemed to have been given in due time if notice of cancellation has reached the contracting party no later than the last day prior to the beginning of the three-month notice period.

### 8. Duration of insurance coverage for individual insured employees

#### 8.1 Inception of insurance coverage

Insurance coverage begins on the first day of the employment relationship or on the creation of the first salary entitlement, but at all events when the insured employee sets out for work.

#### 8.2 Termination of insurance coverage

- Insurance coverage terminates on the 31<sup>st</sup> day after the day on which an entitlement to at least half the salary ends (in case of work interruption without entitlement to salary, the same shall apply). If the insured persons commence employment prior to such date, insurance coverage shall terminate when their new employment commences. For part-time employees, insured only against occupational accidents, insurance coverage, however, ceases on the last day of employment.
- On the basis of the preceding provision, the AHV salary (not including bonuses, profit sharing, termination compensation, and the like) as well as salary compensation benefits such as daily allowances under mandatory accident insurance, military insurance and disability insurance are regarded as salary. Daily allowances paid by the sickness funds and private health and accident insurers are also regarded as salary as long as they replace the obligation to continue the payment of wages. The LAI provisions are deemed definitive.
- For employees sent from Switzerland to work abroad or employees from abroad sent to work in Switzerland, the regulations of the Swiss Federal Law on Accident insurance (LAI) or supplementary national treaties shall apply.

### 9. Duration of insurance coverage for individual insured non-employees

#### 9.1 Inception of insurance coverage

Insurance coverage begins on the date specified in the policy.

#### 9.2 Termination of insurance coverage

Insurance coverage ends:

- at the end of the insurance contract;
- when self-employment or work for the policyholder as a family member without mandatory insurance ceases.

### 10. Economic, trade and financial sanctions

Zurich does not provide coverage and is not obliged to make payments or provide benefits or services insofar and as long as applicable economic, trade and financial sanctions would be violated.

### 11. Premium

#### 11.1 Premium calculation

The premium is calculated according to the specifications stated in the policy.

The following elements have to be taken into account:

- the individual company is accorded its premium tariff on the basis of the business type and the particular applicable conditions;
- in case Zurich's premium tariff contains the relevant provisions, and sufficient company-related loss experience is available, the individual claims experience (experience rating) shall also be taken into account in the calculation of the premium.

### 11.2 Initial premium

- a) If the premium is based on variable technical factors (such as effective salaries, number of persons), at the beginning of every insurance year the policyholder must initially pay the provisionally calculated premium (initial premium) that corresponds, as far as possible, to the estimated final premium.
- b) Zurich can adjust the initial premium to the altered circumstances at the beginning of each insurance year.

### 11.3 Premium invoice

- a) Upon expiration of each insurance year, or, after the termination of the contract, the premium invoice shall be rendered based on definitive technical factors for the calculation of premiums. To this end, Zurich will send a form to the policyholder, requiring that the policyholder report the information necessary to enable the premium invoice to be issued.
- b) If the policyholder electronically reports salary data relating to the insured person, Zurich is authorized to process this data for the purpose of standardizing the declaration and transmission within the scope of eGovernment, and to report this information to third parties to the extent required.
- c) A supplementary premium resulting from the premium invoice is payable at the expense of the policyholder. A return premium will be paid to the policyholder by Zurich. Should the supplementary or return premium amount to less than CHF 5.–, the contracting parties will waive their right to payment of the supplementary premium or reimbursement.
- d) Should the policyholder fail to send the declaration for the premium invoice to Zurich by the deadline of one month after receipt of the declaration form, Zurich is authorized to set the estimated final premium at its own discretion.
- e) Zurich has the right to review the information provided by the policyholder. To this end, the policyholder must grant Zurich or those designated by Zurich access to all relevant documents (salary books, receipts etc.).
- f) Up to an annual salary of less than or equal to CHF 10'000.– for all persons insured on a compulsory basis, and subject to a premium, the contracting parties shall waive the right to an annual premium invoice based on the effective salary at the end of the insurance year. However, if the

effective annual salary for employees exceeds CHF 10'000.–, the policyholder is required to report this to Zurich, and to pay any required additional premium, if necessary, retroactively, within the deadlines stipulated by law.

### 11.4 Premium reimbursement

If the contract is terminated prior to the expiration of the insurance year, Zurich will reimburse the premium corresponding to the non-expired part of the insurance year and will no longer demand the payment of installments falling due thereafter.

### 11.5 Installments

Those installments that fall due in the course of the insurance year shall only be considered deferred.

## 12. Premium adjustment

- a) Zurich may adjust the LAI premium (net premium rate and/or the premium surcharges in percent; shown in per mil of salary in the policy document) at the beginning of the following calendar year in each case. Particular reasons for an adjustment to the premium are changes in the tariff rate (due to the loss experience), in the company's risk classification, in the surcharges for inflation or in administration costs.
- b) Zurich shall inform the policyholder no later than two months in advance before adjusting the premium.
- c) If there is any increase in the net premium rate or the percentage of the premium surcharge for administration costs (shown in per mil of salary in the policy document), the policyholder may cancel the contract, regardless of the insurance term, so that it ends concurrently with the current insurance year. In order to be valid, notice of cancellation must have been received by Zurich at the latest within 30 days of the receipt of the notification from Zurich.

If the policyholder does not cancel the contract in time, the policyholder will be deemed to have agreed to the change in the premium.

## 13. Obligations in the event of changes in risk

- a) With any modification of a fact relevant to the assessment of risk (in particular, the type of insured company or profession, the activity of the insured persons), Zurich is to be informed immediately in writing or in a different form that allows the proof by text (e.g. by e-mail).
- b) Zurich may adjust the premium with effect from the date of the changes in risk.

## 14. Tax at source on benefits in the event of a claim

- a) If Zurich provides salary compensation benefits to the policyholders for the benefit of insured persons liable to pay tax at source, the policyholder shall ensure that these benefits are properly declared to the responsible tax authorities.

- b) If Zurich is, nonetheless, held responsible by the tax authority, Zurich has a right of recourse to the policyholder.

## **15. Broker**

### **15.1 Broker remuneration**

In the event that a third party, such as an independent broker, represents the interests of the policyholder in relation to the conclusion of or advice about this insurance contract, Zurich may remunerate this third party in consideration of their activities on the basis of an agreement. The policyholder may request any specific information in this regard from the third party, if so desired.

### **15.2 Broker Clause**

If the policyholder is represented by a broker, the broker is entitled to conduct business transactions with Zurich. The policyholder authorizes the broker to receive questions, notifications, declarations, letters of intent and the like (however, no payments) from Zurich and to submit such to Zurich on behalf of the policyholder. Such data are considered as transmitted to the policyholder as soon as they have reached the broker.

## **16. Reporting to Zurich**

- a) All correspondence must be addressed to Zurich's head office or to the representative listed on the most recent premium invoice.
- b) Please contact your representative or call the toll-free number at 0800 80 80 80 if you have any questions or concerns.

**Please note that only the German wording of these GCI shall be valid and binding.**



